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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

03/26/2025

By: A. Gray Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JEFF SAARI, individually, and on behalf of
other members of the general public
similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF ORANGE COUNTY,
a California nonprofit corporation;
CALIFORNIA STATE ALLIANCE OF
YMCAS, a California nonprofit
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25CV000835

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11040 Subdivision 5(A) (Failure to Provide Reporting Time Pay;
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Jeff Saari, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendant CALIFORNIA STATE
5 ALLIANCE OF YMCAS filed Statement of Information forms with the California Secretary
6 of State designating a California principal place of business in Sacramento, County of
7 Sacramento, in accordance with California Corporations Code section 2105(a)(3). Cal. Code
8 Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this
9 county, and thus a substantial portion of the transactions and occurrences related to this action
10 occurred in this county.

11 **THE PARTIES**

12 4. Plaintiff Jeff Saari is a resident of Huntington Beach, in Orange County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
14 approximately October 2021 to June 2024. Plaintiff worked for Defendants as an Inclusion
15 Facilitator at their location in Huntington Beach, California. During his employment, Plaintiff
16 typically worked from two (2) to eight (8) hours or more per day, and five (5) days per week.
17 Plaintiff's primary job duties included, without limitation, providing one-on-one support to
18 children with special needs and/or developmental disabilities, focusing on teaching valuable
19 social, play, and behavioral management skills within childcare program settings with their
20 typical peers, rather than in special-needs specific programs.

21 5. YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY was
22 and is, upon information and belief, a California nonprofit corporation, and at all times
23 hereinafter mentioned, an employer whose employees are engaged throughout this county and
24 the State of California.

25 6. CALIFORNIA STATE ALLIANCE OF YMCAS was and is, upon information
26 and belief, a California nonprofit corporation, and at all times hereinafter mentioned, an
27 employer whose employees are engaged throughout this county and the State of California.

28 7. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of YOUNG MEN'S CHRISTIAN
6 ASSOCIATION OF ORANGE COUNTY and CALIFORNIA STATE ALLIANCE OF
7 YMCAS at all relevant times.

8 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
9 acts and omissions alleged herein was performed by, or is attributable to YOUNG MEN'S
10 CHRISTIAN ASSOCIATION OF ORANGE COUNTY; CALIFORNIA STATE ALLIANCE
11 OF YMCAS; and/or DOES 1 through 10 (collectively, "Defendants" or "YMCA OC"), each
12 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
13 each of the other co-Defendants and was acting within the course and scope of such agency,
14 employment, joint venture, or concerted activity with legal authority to act on the others'
15 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
16 policy of Defendants.

17 10. At all relevant times, Defendants, and each of them, ratified each and every act
18 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all the other Defendants in proximately causing
20 the damages herein alleged.

21 11. Plaintiff is informed and believes, and thereon alleges, that each of said
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
23 omissions, occurrences, and transactions alleged herein.

24 12. Under California law, Defendants are jointly and severally liable as employers
25 for the violations alleged herein because they have each exercised sufficient control over the
26 wages, hours, working conditions, and employment status of Plaintiff and class members.
27 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
28 controlled their work schedule and/or conditions of employment, determined their rate of pay,

1 and maintained their employment records. Defendants suffered or permitted Plaintiff and
2 class members to work and/or “engaged” Plaintiff and class members so as to create a
3 common-law employment relationship. As joint employers of Plaintiff and class members,
4 Defendants are jointly and severally liable for the civil penalties and all other relief available
5 to Plaintiff and class members under the law.

6 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
7 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
8 members because Defendants have:

- 9 (a) jointly exercised meaningful control over the work performed by
10 Plaintiff and class members;
- 11 (b) jointly exercised meaningful control over Plaintiff’s and class members’
12 wages, hours, and working conditions, including the quantity, quality
13 standards, speed, scheduling, and operative details of the tasks
14 performed by Plaintiff and class members;
- 15 (c) jointly required that Plaintiff and class members perform work which is
16 an integral part of Defendants’ businesses; and
- 17 (d) jointly exercised control over Plaintiff and class members as a matter of
18 economic reality in that Plaintiff and class members were dependent on
19 Defendants, who shared the power to set the wages of Plaintiff and class
20 members and determined their working conditions, and who jointly
21 reaped the benefits from the underpayment of their wages and
22 noncompliance with other statutory provisions governing their
23 employment.

24 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
25 there has existed a unity of interest and ownership between Defendants such that any
26 individuality and separateness between the entities has ceased.

27 15. YOUNG MEN’S CHRISTIAN ASSOCIATION OF ORANGE COUNTY;
28 CALIFORNIA STATE ALLIANCE OF YMCAS; and DOES 1 through 10 are therefore alter

egos of each other.

16. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name “YMCA OC.”

17. Plaintiff further alleges, upon information and belief, that Defendants YOUNG MEN’S CHRISTIAN ASSOCIATION OF ORANGE COUNTY and CALIFORNIA STATE ALLIANCE OF YMCAS are alter egos of each other for the following reasons:

(a) According to Defendant CALIFORNIA STATE ALLIANCE OF YMCAS’s website¹, Defendant CALIFORNIA STATE ALLIANCE OF YMCAS represents all California’s independent charitable YMCAs, including Defendant YOUNG MEN’S CHRISTIAN ASSOCIATION OF ORANGE COUNTY, across California in advocacy and collaboration; and

(b) On information and belief, YOUNG MEN’S CHRISTIAN ASSOCIATION OF ORANGE COUNTY and CALIFORNIA STATE ALLIANCE OF YMCAS utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants provide programs for health and wellness, child and youth development, swimming, and sports; family programs; events; before and after school programs; and special needs programs throughout Southern California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Tustin, California, and Sacramento, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

¹ See “CALIFORNIA STATE ALLIANCE OF YMCAS” available at: <https://www.ymcasofca.org/about> (last visited Jan. 5, 2025).

1 19. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions. Upon
6 information and belief, Defendants set forth uniform policies and procedures in several
7 documents provided at an employee's time of hire.

8 20. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in Tustin, California, and Sacramento, California,
10 which processes payroll for all non-exempt, hourly paid employees working for Defendants at
11 their various locations in California, including Plaintiff and class members. Based upon
12 information and belief, Defendants issue the same formatted wage statements to all non-
13 exempt, hourly paid employees in California, irrespective of their work locations. Upon
14 information and belief, Defendants process payroll for departing employees in the same
15 manner throughout the State of California, regardless of the manner in which each employee's
16 employment ends.

17 21. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
21 and advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
24 members were not paid for all hours worked because all hours worked were not recorded.

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive certain wages for
27 overtime compensation and that they were not receiving certain wages for overtime
28 compensation.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive at least minimum
3 wages for compensation and that they were not receiving at least minimum wages for work
4 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
5 and class members were not paid at least minimum wages for work done off-the-clock.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to meal periods in
8 accordance with the California Labor Code and applicable IWC Wage Order or payment of
9 one (1) additional hour of pay at their regular rates of pay when they were not provided with
10 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
11 were not provided with all meal periods or payment of one (1) additional hour of pay at their
12 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
13 period.

14 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to rest periods in
16 accordance with the California Labor Code and applicable IWC Wage Order or payment of
17 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
18 permitted to take a compliant rest period and that Plaintiff and class members were not
19 authorized and permitted to take compliant rest periods or provided with payment of one (1)
20 additional hour of pay at their regular rates of pay when they were not authorized and
21 permitted to take a compliant rest period.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive complete and
24 accurate wage statements in accordance with California law. In violation of the California
25 Labor Code, Plaintiff and class members were not provided complete and accurate wage
26 statements.

27 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that they had a duty to maintain accurate and complete payroll records in

1 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
2 knowingly, and intentionally failed to do so.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to timely payment of all
5 wages earned upon termination of employment. In violation of the California Labor Code,
6 Plaintiff and class members did not receive payment of all wages due, including, but not
7 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
8 time pay, within permissible time periods.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to timely payment of wages
11 during their employment. In violation of the California Labor Code, Plaintiff and class
12 members did not receive payment of all wages, including, but not limited to, overtime wages,
13 minimum wages, meal and rest period premiums, and/or reporting time pay, within
14 permissible time periods.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that they were not permitted to compel or coerce Plaintiff and class
17 members to patronize their business in the purchase of anything of value, but did in fact
18 require Plaintiff and class members to purchase various items, including uniform items, from
19 Defendants.

20 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive all reporting time
22 pay when Plaintiff and class members were required to report to work but were put to work
23 for less than half of their usual or scheduled shift. In violation of the California Labor Code
24 and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time
25 pay.

26 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive full
28 reimbursement for all business-related expenses and costs they incurred during the course and

scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

35. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

36. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

37. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

38. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have

1 been violated, including the facts and theories to support the alleged
2 violation.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(a) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The LWDA shall notify the employer and the aggrieved employee or
7 representative by certified mail that it does not intend to investigate the
8 alleged violation ("LWDA Notice") within sixty (60) calendar days of
9 the postmark date of the aggrieved employee's notice. Upon receipt of
10 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
11 (65) calendar days of the postmark date of the aggrieved employee's
12 notice, the aggrieved employee may commence a civil action pursuant
13 to California Labor Code section 2699 to recover civil penalties.

14 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
15 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
16 provision other than those listed in Section 2699.5 after the following requirements have been
17 met:

18 (a) The aggrieved employee or representative shall give written notice by
19 online filing with the LWDA and by certified mail to the employer of
20 the specific provisions of the California Labor Code alleged to have
21 been violated (other than those listed in Section 2699.5), including the
22 facts and theories to support the alleged violation.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(c) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).

26 (c) The employer may cure the alleged violation within thirty-three (33)
27 calendar days of the postmark date of the notice sent by the aggrieved
28 employee or representative. The employer shall give written notice

1 within that period of time by certified mail to the aggrieved employee or
2 representative and by online filing with the LWDA if the alleged
3 violation is cured, including a description of actions taken, and no civil
4 action pursuant to Section 2699 may commence. If the alleged violation
5 is not cured within the 33-day period, the aggrieved employee may
6 commence a civil action pursuant to Section 2699.

7 41. On January 15, 2025, Plaintiff provided written notice by online filing to the
8 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
12 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
13 Plaintiff PAGA Case Number LWDA-CM-1073347-25. A true and correct copy of Plaintiff's
14 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

15 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff
16 sent the notice described above to the LWDA, and the LWDA has not responded that it
17 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

18 43. Thus, Plaintiff has satisfied the administrative prerequisites under California
19 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
20 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a),
21 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

22 44. Labor Code section 558(a) provides "[a]ny employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provision regulating hours and days of work in any order of the Industrial Welfare
25 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
26 dollars (\$50) for each underpaid employee for each pay period for which the employee was
27 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was underpaid" Labor

Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

45. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

46. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

48. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

49. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

50. Plaintiff’s proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial (“Class”).

51. Plaintiff’s proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial (“Subclass”).

52. Members of the Class and Subclass are referred to herein as “class members.”

1 53. Plaintiff reserves the right to redefine the Class and Subclass and to add
2 additional subclasses as appropriate based on further investigation, discovery, and specific
3 theories of liability.

4 54. There are common questions of law and fact as to class members that
5 predominate over questions affecting only individual members, including, but not limited to:

- 6 (a) Whether Defendants required Plaintiff and class members to work over
7 eight (8) hours per day, over twelve (12) hours per day, or over forty
8 (40) hours per week and failed to pay all legally required overtime
9 compensation to Plaintiff and class members;
- 10 (b) Whether Defendants failed to pay Plaintiff and class members at least
11 minimum wages for all hours worked;
- 12 (c) Whether Defendants failed to provide Plaintiff and class members with
13 meal periods;
- 14 (d) Whether Defendants failed to authorize and permit Plaintiff and class
15 members to take rest periods;
- 16 (e) Whether Defendants provided Plaintiff and class members with
17 complete and accurate wage statements as required by California Labor
18 Code section 226(a);
- 19 (f) Whether Defendants maintained accurate payroll records as required by
20 California Labor Code section 1174(d);
- 21 (g) Whether Defendants failed to pay earned overtime wages, minimum
22 wages, meal and rest period premiums, and/or reporting time pay due to
23 Plaintiff and class members upon their discharge;
- 24 (h) Whether Defendants failed timely to pay overtime wages, minimum
25 wages, meal and rest period premiums, and/or reporting time pay due to
26 Plaintiff and class members during their employment;
- 27 (i) Whether Defendants compelled and/or coerced Plaintiff and class
28 members to patronize their business;

- (j) Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11040(5);
- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

55. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated

herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 57. Labor Code section 1198 makes it illegal to employ an employee under
2 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
3 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
4 shall be the . . . standard conditions of labor for employees. The employment of any employee
5 . . . under conditions of labor prohibited by the order is unlawful.”

6 58. California Labor Code section 1198 and the applicable IWC Wage Order
7 provide that it is unlawful to employ persons without compensating them at a rate of pay
8 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
9 number of hours worked by the person on a daily or weekly basis.

10 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and class members working more than eight (8) hours in a day
12 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
13 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
14 workweek.

15 60. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
17 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
18 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
19 employee, including nondiscretionary bonuses and incentive pay.

20 61. California Labor Code section 510 codifies the right to overtime compensation
21 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
22 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
23 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
24 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
25 in a day on the seventh (7th) day of work.

26 62. During the relevant time period, Defendants willfully failed to pay all overtime
27 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
28 class members were not paid overtime premiums for all of the hours they worked in excess of

eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

63. Defendants had, and continue to have, a company-wide policy and/or practice requiring Plaintiff and class members to drive to Defendants' other locations to attend mandatory trainings and meetings, but did not compensate them for their travel time. For example, throughout his employment with Defendants, Plaintiff was required to drive from Defendants' Huntington Beach location to Defendants' headquarters located in Tustin, California, to attend mandatory trainings and meetings after he completed his scheduled shift. Plaintiff spent 30 minutes or more driving between locations while off-the-clock because he was only permitted to clock back in when he arrived at Defendants' headquarters. Thus, Defendants failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Plaintiff and class members received no compensation for this time.

64. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

65. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
3 **Minimum Wages**
4 **(Against all Defendants)**

5 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
8 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
9 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
10 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the
11 time during which an employee is subject to the control of an employer, and includes all the
12 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
13 Code Regs. tit. 8, § 11040(2)(L) (defining “Hours Worked”).

14 68. As set forth above, during the relevant time period, Defendants had a company-
15 wide policy and/or practice requiring Plaintiff and class members to perform work-related
16 tasks outside of their scheduled shifts, including driving to and from Defendants’ other
17 locations to attend mandatory trainings or meetings. Defendants failed to track this time
18 Plaintiff and class members spent working off-the-clock, and Plaintiff and class members
19 received no compensation for this time.

20 69. Defendants did not pay minimum wages for all hours worked by Plaintiff and
21 class members. To the extent that these off-the-clock hours did not qualify for overtime
22 premium payment, Defendants did not pay at least minimum wages for those hours worked
23 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
24 1198.

25 70. Defendants’ failure to pay Plaintiff and class members minimum wages violates
26 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
27 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
28 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon.

2 **THIRD CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

4 **Violations**

5 **(Against all Defendants)**

6 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 72. At all relevant times herein set forth, California Labor Code section 512(a)
9 provides that an employer may not require, cause, or permit an employee to work for a period
10 of more than five (5) hours per day without providing the employee with a meal period of not
11 less than thirty (30) minutes, except that if the total work period per day of the employee is
12 not more than six (6) hours, the meal period may be waived by mutual consent of both the
13 employer and the employee. Under California law, first meal periods must start after no more
14 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

15 73. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

18 74. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
19 and the applicable IWC Wage Order also require employers to provide a second meal period
20 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
21 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
22 total hours worked is no more than twelve (12) hours, the second meal period may be waived
23 by mutual consent of the employer and the employee only if the first meal period was not
24 waived.

25 75. During the relevant time period, Defendants had, and continue to have,
26 company-wide policies and/or practices of understaffing and/or single staffing certain
27 positions while assigning heavy workloads, including providing continuous monitoring of
28 children, which has resulted in a lack of meal period coverage and prevented Plaintiff and

1 class members from taking all timely, uninterrupted meal periods to which they were entitled.
2 Further, Defendants had a company-wide practice and/or policy of failing to schedule meal
3 periods, which further caused Plaintiff and class members to not be relieved of their duties for
4 compliant meal periods.

5 76. As a result, Plaintiff and class members had to work through all or part of their
6 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
7 before taking meal periods. For example, Plaintiff was regularly required to take his meal
8 periods late, after the fifth hour of work, due to the lack of coverage, requirement that
9 employees provide continuous monitoring of children, and Defendants' failure to schedule
10 meal periods. Plaintiff and class members did not sign valid meal period waivers on days that
11 they were entitled to meal periods and were not relieved of all duties.

12 77. At all times herein mentioned, Defendants knew or should have known that, as
13 a result of these policies, Plaintiff and class members were not actually relieved of all duties to
14 take timely, uninterrupted meal periods. Defendants further knew or should have known that
15 Defendants did not pay Plaintiff and class members meal period premiums when meal periods
16 were missed, shortened, interrupted, and/or late.

17 78. Moreover, Defendants engaged in a company-wide practice and/or policy of
18 not paying meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiff and class members have not received premium
20 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
21 Plaintiff and class members compliant meal periods in violation of California Labor Code
22 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

23 79. Defendants' conduct violates the applicable IWC Wage Order, and California
24 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
25 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
26 rate of compensation for each work day that the meal period was not provided.

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FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

81. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

82. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

84. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

1 85. During the relevant time period, Defendants regularly failed to authorize and
2 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
3 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
4 practices, including understaffing and/or single-staffing while assigning heavy workloads,
5 including providing continuous monitoring of children, prevented Plaintiff and class members
6 from being relieved of all duty to take rest periods. Additionally, Defendants failed to
7 schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
8 coverage, further led to Plaintiff and class members not being authorized and permitted to take
9 rest periods.

10 86. Furthermore, upon information and belief, during the relevant time period,
11 Defendants maintained a company-wide on-premises rest period policy, which effectively
12 required that Plaintiff and class members remain on the work premises during their rest
13 periods. Because Plaintiff and class members were restricted from leaving the premises
14 during rest periods, they were denied the ability to use their rest periods freely for their own
15 purposes, such as running personal errands. Thus, Defendants effectively maintained control
16 over Plaintiff and class members during rest periods.

17 87. As a result of Defendants' practices and policies, Plaintiff and class members
18 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
19 receiving all uninterrupted rest periods to which they were entitled. For example, during his
20 employment, Plaintiff missed rest periods due to the lack of coverage and Defendants' failure
21 to schedule rest periods for employees.

22 88. Defendants have also engaged in a company-wide practice and/or policy of not
23 paying rest period premiums owed when compliant rest periods are not authorized and
24 permitted. Because of this practice and/or policy, Plaintiff and class members have not
25 received premium pay for all missed rest periods.

26 89. Defendants' conduct violates the applicable IWC Wage Order and California
27 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
28 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of

1 compensation for each work day that a compliant rest period was not authorized and
2 permitted.

3 **FIFTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
5 **Statements and Failure to Maintain Accurate Payroll Records**
6 **(Against all Defendants)**

7 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 91. At all relevant times herein set forth, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate and
11 complete itemized wage statement in writing, including, but not limited to, the name and
12 address of the legal entity that is the employer, the inclusive dates of the pay period, total
13 hours worked, and all applicable rates of pay.

14 92. At all relevant times, Defendants have knowingly and intentionally provided
15 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
16 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
17 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
18 applicable hourly rates in effect during the pay period, including rates of pay for overtime
19 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
20 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

21 93. Because Defendants did not record the time Plaintiff and Subclass members
22 spent working off the clock, Defendants did not list the correct amount of gross wages and net
23 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
24 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
25 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
26 the applicable hourly rates of pay in effect during the pay period and the corresponding
27 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

28 94. The wage statement deficiencies also include, among other things, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which employees were paid; failing to list the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; failing to list the name and address of the legal entity that is the
6 employer; and/or failing to state all hours worked as a result of not recording or stating hours
7 worked off-the-clock.

8 95. California Labor Code section 1174(d) provides that “[e]very person employing
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
10 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
13 applicable piece rate paid to, employees employed at the respective plants or
14 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
15 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
16 members showing the daily hours they worked and the wages paid thereto as a result of failing
17 to record the off-the-clock hours that they worked.

18 96. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period and meal period. During the relevant time
25 period, Defendants engaged in company-wide practices and/or policies of failing to record
26 actual hours worked, and thereby failed to keep accurate records of work period and meal
27 period start and end times for Plaintiff and Subclass members, in violation of section 1198.

28 97. Plaintiff and Subclass members are entitled to recover from Defendants the

greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

99. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff those class members no longer employed by Defendants upon their termination.

100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

101. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

102. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201

1 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
3 thirty (30) day maximum pursuant to California Labor Code section 203.

4 **SEVENTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
6 **Employment**

7 **(Against all Defendants)**

8 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 104. This cause of action is dependent upon, and wholly derivative of, the overtime
11 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
12 not timely paid to Plaintiff and class members during their employment.

13 105. At all times relevant herein set forth, Labor Code section 204 provides that all
14 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
15 days, inclusive, of any calendar month, other than those wages due upon termination of an
16 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
17 the month during which the labor was performed.

18 106. At all times relevant herein, Labor Code section 204 provides that all wages
19 earned by any person in any employment between the sixteenth (16th) and the last day,
20 inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
22 month.

23 107. At all times relevant herein, Labor Code section 204 provides that all wages
24 earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
26 204 provides that the requirements of this section are deemed satisfied by the payment of
27 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
28 seven (7) calendar days following the close of the payroll period.

108. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

109. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8,
Section 11040 Subdivision 5(A)—Failure to Provide Reporting Time Pay
(Against all Defendants)**

110. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

111. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11040(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

112. During the relevant time period, Defendants violated California Labor Code

1 section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because
2 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
3 work for their usual or scheduled shift but were put to work for less than half of their usual or
4 scheduled day's work.

5 113. Defendants had a company-wide practice of sending Plaintiff and class
6 members home early from their shifts, including before they had worked at least half of their
7 usual or scheduled shift, but would not pay Plaintiff and class members for half of their usual
8 or scheduled shift. For example, sometimes when Plaintiff reported to work for his usual
9 shift, Defendants' managers sent Plaintiff home early, because Plaintiff's assigned child was
10 sent home due to illness or did not show up to Defendants' facilities, but, on information and
11 belief, Plaintiff was only paid for the time he had worked. Although Plaintiff and class
12 members reported to work based on the schedule that was provided to them, Defendants
13 would send them home before they worked at least half of their usual or scheduled shifts.
14 When this occurred, Defendants did not pay Plaintiff and class members for at least half of
15 their scheduled day's work or the minimum reporting time pay.

16 114. Accordingly, Plaintiff and class members were not properly compensated with
17 reporting time pay in violation of California Labor Code section 1198 and California Code of
18 Regulations, Title 8, section 11040(5)(A). Plaintiff and class members are therefore entitled
19 to recover from Defendants unpaid wages and interest.

20 **NINTH CAUSE OF ACTION**

21 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 22 **(Against all Defendants)**

23 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above. At all times herein set forth, California Labor Code
25 section 2802 provides that an employer must reimburse employees for all necessary
26 expenditures and losses incurred by the employee in the performance of his or her job. The
27 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of
28 doing business and operating expenses on to their employees. *Cochran v. Schwan's Home*

1 *Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage
2 Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or
3 are necessary to the performance of a job, such tools and equipment shall be provided and
4 maintained by the employer, except that an employee whose wages are at least two (2) times
5 the minimum wage provided herein may be required to provide and maintain hand tools and
6 equipment customarily required by the trade or craft.” IWC Wage Order No. 4-2001 further
7 provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a
8 condition of employment, such uniforms shall be provided and maintained by the employer.

9 116. During the relevant time period, Defendants, on a company-wide basis,
10 required that Plaintiff and class members use their own personal vehicles to travel to attend
11 employee meetings and trainings. For example, throughout Plaintiff’s employment with
12 Defendants, Plaintiff was required to use his personal vehicle and drive from Defendants’
13 Huntington Beach location to Defendants’ headquarters in Tustin, California, to attend
14 employee meetings and trainings. On average, Plaintiff drove approximately 30 miles
15 roundtrip each time, but was not reimbursed for mileage or travel expenses. Although
16 Defendants required Plaintiff and class members to utilize their personal vehicles to carry out
17 their work-related responsibilities, Defendants failed to reimburse them for their mileage or
18 travel expenses.

19 117. Also, during the relevant time period, Defendants required Plaintiff and class
20 members to wear uniforms bearing the YMCA company logo, including uniform shirts.
21 However, Defendants did not provide their employees with sufficient uniforms to wear for
22 their shifts throughout the week. For example, Defendants only provided Plaintiff with two
23 (2) shirts at the time of hire. Because Defendants failed to provide their employees with an
24 adequate number of uniforms in relation to their scheduled shifts, Plaintiff and class members
25 were forced to pay out-of-pocket for some of their uniform items. For example, Plaintiff spent
26 approximately \$12 out-of-pocket to purchase an additional uniform shirt from Defendants
27 because his supervisor wanted to establish a new color-coordinated scheme for uniforms and
28 required Plaintiff to purchase a new, blue uniform shirt. Since Defendants did not provide an

1 adequate number of uniform components to all employees, Plaintiff and class members were
2 required to purchase additional uniform items, such as shirts, directly from Defendants, and
3 were not reimbursed for these costs.

4 118. Moreover, because Defendants failed to provide their employees with an
5 adequate number of uniform shirts in relation to their scheduled shifts, Plaintiff and class
6 members were required to wash their uniform items more frequently than other clothing, thus
7 incurring additional laundry expenses for the upkeep of their uniforms. Thus, Defendants
8 failed to provide and maintain uniforms they required Plaintiff and class members to wear
9 during their shifts and forced them to incur the costs of purchasing and maintaining employee
10 uniforms.

11 119. Defendants could have provided Plaintiff and class members with the actual
12 equipment for use on the job, such as company vehicles, as well as an adequate number of
13 uniform items or access laundering services; or Defendants could have reimbursed employees
14 for the cost of their mileage, travel expenses, and laundering expenses or provided a uniform
15 maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and
16 class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
17 wage.

18 120. Defendants' company-wide policy and/or practice of not reimbursing
19 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
20 and class members violates California Labor Code section 2802. Defendants have
21 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
22 business-related expenses and costs.

23 121. Pursuant to California Labor Code section 2802, Plaintiff and class members
24 are entitled to recover from Defendants their business-related expenses incurred during the
25 course and scope of their employment, plus interest, costs, and attorneys' fees.

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1 **TENTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 123. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 450, 1174(d),
9 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
10 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
11 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

12 124. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
15 Wage Order for Defendants’ failure to compensate Plaintiff and other
16 aggrieved employees with all required overtime pay, as alleged herein;
- 17 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198, and the applicable IWC Wage Order for Defendants’ failure to
19 compensate Plaintiff and other aggrieved employees with at least
20 minimum wages for all hours worked, as alleged herein;
- 21 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
22 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
23 and other aggrieved employees with meal periods, as alleged herein;
- 24 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
25 applicable IWC Wage Order for Defendants’ failure to authorize and
26 permit Plaintiff and other aggrieved employees to take rest periods, as
27 alleged herein;
- 28 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable

- 1 IWC Wage Order for failure to provide accurate and complete wage
2 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 3 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
4 IWC Wage Order for failure to maintain payroll records, as alleged
5 herein;
- 6 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
7 earned wages upon termination, as alleged herein;
- 8 (h) Violation of Labor Code section 204 for failure to pay all earned wages
9 during employment, as alleged herein;
- 10 (i) Violation of Labor Code section 450 for compelling Plaintiff and other
11 aggrieved employees to patronize Defendants' or any other person's
12 business in the purchase of anything of value, as set forth below;
- 13 (j) Violation of Labor Code sections 1198 and the applicable IWC Wage
14 Order for failure to pay when Plaintiff and other aggrieved employees
15 were put to work for less than half of their usual or scheduled shifts, as
16 alleged herein; and
- 17 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
18 and other aggrieved employees for all business expenses necessarily
19 incurred, as alleged herein.

20 125. At all relevant times herein, California Labor Code section 450 provides that an
21 employer may not "compel or coerce any employee, or applicant for employment, to patronize
22 his or her employer, or any other person, in the purchase of anything of value." An employer
23 violates section 450 by forcing an employee to patronize the employer's business in the
24 purchase of a company-provided good.

25 126. During the relevant time period, as stated, Defendants had a company-wide
26 policy of not providing a sufficient number of uniform items to Plaintiff and other aggrieved
27 employees in relation to the shifts they were scheduled to work and for the tasks they were
28 required to perform. Thus, Plaintiff and other aggrieved employees were forced to pay out-of-

1 pocket for some of their uniform items. For example, Plaintiff spent approximately \$12 out-
2 of-pocket to purchase an additional uniform shirt from Defendants per his supervisor's
3 instruction. Thus, Defendants failed to provide necessary uniform items to employees, forcing
4 employees to purchase additional uniform items.

5 127. Defendants' conduct of compelling and/or coercing Plaintiff and other
6 aggrieved employees to purchase goods from them violates California Labor Code section
7 450. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
8 pursuant to Labor Code sections 2699(a), (f), and (k).

9 **ELEVENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

13 128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 129. Defendants are "persons" as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 130. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
20 suffered injury in fact and has lost money as a result of Defendants' unlawful business
21 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
22 meaning of Code of Civil Procedure section 1021.5.

23 131. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business &
25 Professions Code sections 17200, *et seq.*

26 132. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
28 policies and practices have violated state law in at least the following respects:

- 1 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
2 class members, to work overtime without paying them proper
3 compensation in violation of California Labor Code sections 510 and
4 1198, and the applicable IWC Wage Order, as alleged herein;
- 5 (b) Failing to pay at least minimum wage to Plaintiff and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197,
7 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
8 herein;
- 9 (c) Failing to provide all meal periods to Plaintiff and class members in
10 violation of California Labor Code sections 226.7, 512(a), 516, and
11 1198, and the applicable IWC Wage Order, as alleged herein;
- 12 (d) Failing to authorize and permit Plaintiff and class members to take all
13 rest periods in violation of California Labor Code sections 226.7, 516,
14 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 15 (e) Failing to provide Plaintiff and class members with accurate wage
16 statements and failing to maintain accurate payroll records in violation
17 of California Labor Code sections 226(a), 1174(d), and 1198, and the
18 applicable IWC Wage Order, as alleged herein;
- 19 (f) Failing timely to pay all earned wages to Plaintiff and class members in
20 violation of California Labor Code section 204, as alleged herein; and
- 21 (g) Compelling and/or coercing Plaintiff and class members to patronize
22 Defendants' business in violation of California Labor Code section 450,
23 as set forth below;
- 24 (h) Failing to pay reporting time pay in violation of California Labor Code
25 section 1198 and the applicable IWC Wage Order, as alleged herein;
26 and
- 27 (i) Failing to reimburse Plaintiff and class members for all business
28 expenses necessarily incurred in violation of California Labor Code

1 section 2802, as alleged herein.

2 133. At all relevant times herein, California Labor Code section 450 provides that an
3 employer may not “compel or coerce any employee, or applicant for employment, to patronize
4 his or her employer, or any other person, in the purchase of anything of value.” An employer
5 violates section 450 by forcing an employee to patronize the employer’s business in the
6 purchase of a company-provided good.

7 134. As stated, Defendants had a company-wide policy of not providing a sufficient
8 number of uniform items to Plaintiff and class members in relation to the shifts they were
9 scheduled to work and for the tasks they were required to perform. Thus, Plaintiff and class
10 members were forced to pay out-of-pocket for some of their uniform items. For example,
11 Plaintiff spent approximately \$12 out-of-pocket to purchase an additional uniform shirt from
12 Defendants per his supervisor’s instruction. Thus, Defendants failed to provide necessary
13 uniform items to employees, forcing employees to purchase additional uniform items.

14 135. Defendants’ conduct of compelling and/or coercing Plaintiff and class members
15 to purchase goods from them violates California Labor Code section 450.

16 136. As a result of the violations of California law herein described, Defendants
17 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
18 have suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged
19 herein.

20 137. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years prior to the filing of the initial
23 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
24 Plaintiff and class members; and an award of attorneys’ fees pursuant to California Code of
25 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

26 //

27 //

28 //

1 **TWELFTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 139. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 140. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
12 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
13 seeks to enforce important rights affecting the public interest within the meaning of Code of
14 Civil Procedure section 1021.5.

15 141. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 142. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 143. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
16 reserves the right to amend his prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representative of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

21 **As to the First Cause of Action**

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
24 pay all overtime wages due to Plaintiff and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 7. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due, or as otherwise provided by law;

1 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a); and

3 9. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 //

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
9 Order by willfully failing to pay minimum wages to Plaintiff and class members;

10 11. For general unpaid wages and such general and special damages as may be
11 appropriate;

12 12. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due, or as otherwise provided by law;

14 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California Labor Code section 1194(a);

16 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

17 15. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Third Cause of Action**

20 16. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
22 willfully failing to provide all meal periods to Plaintiff and class members;

23 17. That the Court make an award to the Plaintiff and class members of one (1)
24 hour of pay at each employee's regular rate of pay for each workday that a meal period was
25 not provided;

26 18. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 32. For injunctive relief pursuant to California Labor Code section 226(h);

3 33. For statutory penalties pursuant to California Labor Code section 226(e);

4 34. For attorneys' fees and costs pursuant to California Labor Code section
5 226(e)(1); and

6 35. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Sixth Cause of Action**

9 36. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
11 meal and rest period premiums, and/or reporting time pay owed at the time of termination of
12 the employment of Plaintiff and other terminated class members;

13 37. For all actual, consequential and incidental losses and damages, according to
14 proof;

15 38. For waiting time penalties according to proof pursuant to California Labor
16 Code section 203 for all employees who have left Defendants' employ;

17 39. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due, or as otherwise provided by law;

19 40. For attorneys' fees pursuant to California Code of Civil Procedure section
20 1021.5, or as otherwise provided by law; and

21 41. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Seventh Cause of Action**

24 42. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
26 overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay
27 during their employment;

28 43. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 44. For statutory penalties according to proof pursuant to California Labor Code
3 section 210;

4 45. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due, or as otherwise provided by law;

6 46. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 47. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Eighth Cause of Action**

11 48. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A) by
13 failing to provide Plaintiff and class members with reporting time pay;

14 49. For all actual, consequential and incidental losses and damages, according to
15 proof;

16 50. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due, or as otherwise provided by law; and

18 51. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Ninth Cause of Action**

21 52. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
23 related expenses and costs incurred by Plaintiff and class members;

24 53. For unpaid business-related expenses and such general and special damages as
25 may be appropriate;

26 54. For pre-judgment interest on any unpaid business-related expenses from the
27 date such amounts were due pursuant to California Labor Code section 2802(b), or as
28 otherwise provided by law;

1 55. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 56. For attorneys' fees and costs pursuant to California Labor Code section
4 2802(c), or as otherwise provided by law; and

5 57. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Tenth Cause of Action**

8 58. That the Court declare, adjudge and decree that Defendants violated the
9 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
10 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
11 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
12 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
13 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
14 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
15 earned wages upon termination); 204 (by failing to timely pay all earned wages during
16 employment); 450 (by compelling and/or coercing employees to patronize employer's
17 business); 1198 and the applicable IWC Wage Order (by failing to provide reporting time
18 pay); and 2802 (by failing to reimburse business expenses);

19 59. For civil penalties pursuant to the California Labor Code, including sections
20 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor
21 Code sections 201, 202, 204, 226(a), 226.7, 512(a), 450, 510, 512(a), 516, 1174(d), 1182.12,
22 1194, 1197, 1197.1, 1198, and 2802;

23 60. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
24 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
25 sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
26 1197.1, 1198, and 2802;

27 61. For attorneys' fees and costs pursuant to California Labor Code section
28 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California

Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

62. For pre-judgment and post-judgment interest as provided by law; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, compelling and/or coercing Plaintiff and class members to patronize Defendants' business, failing to pay Plaintiff and class members reporting time pay, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

68. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Twelfth Cause of Action

69. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

70. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

71. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

72. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

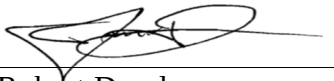
73. For pre-judgment and post-judgment interest as provided by law; and

74. For such other and further relief as the Court may deem equitable and appropriate.

Dated: March 26, 2025

Respectfully submitted,

Capstone Law APC

By: 
Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Jeff Saari

EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

January 15, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Jeff Saari v. Young Men's Christian Association of Orange County, et al.*

Dear PAGA Administrator:

This office represents Jeff Saari in connection with his claims under the California Labor Code. Mr. Saari was an employee of YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY and/or CALIFORNIA STATE ALLIANCE OF YMCAS. For the purpose of this letter, Mr. Saari collectively refers to these entities as "YMCA OC."

The employers may be contacted directly at the addresses below:

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF ORANGE COUNTY
13821 NEWPORT AVE. STE 200
TUSTIN, CA 92780

CALIFORNIA STATE ALLIANCE OF YMCAS
925 L STREET 1200
SACRAMENTO, CA 95814

Mr. Saari intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Saari seeks relief on behalf of himself, the State of California, and other persons who are or were employed by YMCA OC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

YMCA OC employed Mr. Saari as an hourly paid, non-exempt employee from approximately October 2021 to June 2024. Mr. Saari worked for YMCA OC as an Inclusion Facilitator at its location in Huntington Beach, California. During his employment, Mr. Saari typically worked two (2) to eight (8) or more hours per day, and five (5) days per week. By the end of his employment, Mr. Saari was compensated approximately \$20.00 per hour. His job duties included, without limitation, providing one-on-one support to children with special needs and/or developmental disabilities, focusing on teaching valuable social, play, and behavioral management skills within childcare program settings with their typical peers, rather than in special-needs specific programs.

YMCA OC committed each of the following Labor Code violations against Mr. Saari, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

YMCA OC’s Company-Wide and Uniform Payroll and HR Practices

YMCA OC LLC and CALIFORNIA STATE ALLIANCE OF YMCAS are California nonprofit corporations and provide programs for health and wellness, child and youth development, swimming, and sports; family programs; events; before and after school programs; and special needs programs throughout Southern California. Upon information and belief, YMCA OC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Tustin, California, and Sacramento, California, for all non-exempt, hourly paid employees working for YMCA OC in California, including Mr. Saari and other aggrieved employees. At all relevant times, YMCA OC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Saari and other aggrieved employees, regardless of their location or position.

Upon information and belief, YMCA OC maintains a centralized Payroll department at its corporate headquarters in Tustin, California, and Sacramento, California, which processes payroll for all non-exempt, hourly paid employees working for YMCA OC in California, including Mr. Saari and other aggrieved employees. Further, YMCA OC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Saari and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, YMCA OC utilized the same methods and formulas when calculating wages due to Mr. Saari and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

YMCA OC willfully failed to pay all overtime wages owed to Mr. Saari and other aggrieved employees. During the relevant time period, Mr. Saari and other aggrieved employees were not paid

¹ These facts, theories, and claims are based on Mr. Saari’s experience and counsel’s review of those records currently available relating to Mr. Saari’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Saari reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, YMCA OC had, and continues to have, a company-wide policy and/or practice of requiring Mr. Saari and other aggrieved employees to drive to YMCA OC's other locations to attend mandatory trainings and meetings, but did not compensate them for their travel time. For example, throughout his employment with YMCA OC, Mr. Saari was required to drive from YMCA OC's Huntington Beach location to YMCA OC's headquarters located in Tustin, California, to attend mandatory trainings and meetings after he completed his scheduled shift. Mr. Saari spent 30 minutes or more driving between locations while off-the-clock because he was only permitted to clock back in when he arrived at YMCA OC's headquarters. Thus, YMCA OC failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Saari and other aggrieved employees received no compensation for this time.

YMCA OC knew or should have known that as a result of these company-wide practices and/or policies, Mr. Saari and other aggrieved employees were performing assigned duties off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Mr. Saari and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Saari and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

YMCA OC's failure to pay Mr. Saari and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, YMCA OC had, and continues to have, company-wide policies and/or practices of requiring Mr. Saari and other aggrieved employees to perform various work-related tasks outside of their scheduled shifts, including driving to and from YMCA OC's other locations to attend mandatory trainings or meetings. YMCA OC failed to track this time Mr. Saari and other aggrieved employees spent working off-the-clock, and Mr. Saari and other aggrieved employees received no compensation for this time.

YMCA OC did not pay at least minimum wages for all hours worked by Mr. Saari and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime

premium payment, YMCA OC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, YMCA OC regularly failed to pay at least minimum wages to Mr. Saari and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, YMCA OC had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing certain positions while assigning heavy workloads, including providing continuous monitoring of children, which has resulted in a lack of meal period coverage and prevented Mr. Saari and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, YMCA OC had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Saari and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Saari and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Saari was regularly required to take his meal periods late, after the fifth hour of work, due to the lack of coverage, requirement that employees provide continuous monitoring of children, and YMCA OC's failure to schedule meal periods. Mr. Saari and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned, YMCA OC knew or should have known that as a result of its company-wide policies and/or practices, Mr. Saari and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. YMCA OC further knew or should have known that it did not pay Mr. Saari and other aggrieved

employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, YMCA OC engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Saari and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, YMCA OC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, YMCA OC regularly failed to authorize and permit Mr. Saari and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, YMCA OC's company-wide practices, including understaffing and/or single-staffing while assigning heavy workloads, including providing continuous monitoring of children, prevented Mr. Saari and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, YMCA OC failed to schedule rest periods, which, coupled with YMCA OC's failure to provide adequate rest period coverage, further led to Mr. Saari and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, YMCA OC maintained a company-wide on-premises rest period policy, which effectively required that Mr. Saari and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Saari and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal

errands. Thus, YMCA OC effectively maintained control over Mr. Saari and other aggrieved employees during rest periods.

As a result of YMCA OC's practices and policies, Mr. Saari and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during his employment, Mr. Saari missed rest periods due to the lack of coverage and YMCA OC's failure to schedule rest periods for employees.

YMCA OC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Saari and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, YMCA OC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. YMCA OC has not provided Mr. Saari and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, YMCA OC has knowingly and intentionally provided Mr. Saari and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, YMCA OC issued uniform wage statements to Mr. Saari and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, YMCA OC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because YMCA OC did not record the time Mr. Saari and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), YMCA OC did not list the correct amount of gross wages and net wages earned by Mr. Saari and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, YMCA OC failed to accurately list the total number of hours worked by Mr. Saari and other aggrieved

employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), YMCA OC willfully failed to maintain accurate payroll records for Mr. Saari and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, YMCA OC engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Saari and other aggrieved employees, in violation of section 1198.

Because YMCA OC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Saari and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Saari and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, YMCA OC failed to pay Mr. Saari and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

YMCA OC willfully failed to pay Mr. Saari and other aggrieved employees who are no longer employed by YMCA OC all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving YMCA OC's employ.

Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

During the relevant time period, YMCA OC had a company-wide policy of not providing a sufficient number of uniform items to Mr. Saari and other aggrieved employees in relation to the shifts they were scheduled to work and for the tasks they were required to perform, Mr. Saari and other aggrieved employees were forced to pay out-of-pocket for some of their uniform items. For example, Mr. Saari spent approximately \$12 out-of-pocket to purchase an additional uniform shirt from YMCA OC per his supervisor's instruction. Thus, YMCA OC failed to provide necessary uniform items to employees, forcing employees to purchase additional uniform items.

YMCA OC's conduct of compelling and/or coercing Mr. Saari and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with Labor Code section 450, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11040(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, YMCA OC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because YMCA OC failed to pay Mr. Saari and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

YMCA OC had a company-wide practice of sending Mr. Saari and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Saari and other aggrieved employees for half of their scheduled shift. For example, when scheduled to work a shift of eight (8) hours, YMCA OC's managers sent Mr. Saari home one (1) hour after the start of his shift. Although Mr. Saari and other aggrieved employees reported to work based on the schedule that was provided to them, YMCA OC would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, YMCA OC did not pay Mr. Saari and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. Saari and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A). Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, YMCA OC, on a company-wide basis, required that Mr. Saari and other aggrieved employees use their own personal vehicles to travel to attend employee meetings and trainings. For example, throughout Mr. Saari's employment with YMCA OC, Mr. Saari was required to use his personal vehicle and drive from YMCA OC's Huntington Beach location to YMCA OC's headquarters in Tustin, California, to attend employee meetings and trainings. On average, Mr. Saari drove approximately 30 miles roundtrip each time, but was not reimbursed for mileage or travel expenses. Although YMCA OC required Mr. Saari and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, YMCA OC failed to reimburse them for their mileage or travel expenses.

Also, during the relevant time period, YMCA OC required Mr. Saari and other aggrieved employees to wear uniforms bearing the YMCA company logo, including uniform shirts. However, YMCA OC did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, YMCA OC only provided Mr. Saari with two (2) shirts at the time of hire. Because YMCA OC failed to provide their employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Saari and other aggrieved employees were forced to pay out-of-pocket for some of their uniform items. For example, Mr. Saari spent approximately \$12 out-of-pocket to purchase an additional uniform shirt from YMCA OC because his supervisor wanted to establish a new color-coordinated scheme for uniforms and required Mr. Saari to purchase a new, blue uniform shirt. Since YMCA OC did not provide an adequate number of uniform components to all employees, Mr. Saari and other aggrieved employees were required to purchase additional uniform items, such as shirts, directly from YMCA OC, and were not reimbursed for these costs.

Moreover, because YMCA OC failed to provide its employees with an adequate number of uniform shirts in relation to their scheduled shifts, Mr. Saari and other aggrieved employees were required to wash their uniform items more frequently than other clothing, thus incurring additional laundry

expenses for the upkeep of their uniforms. Thus, YMCA OC failed to provide and maintain uniforms it required Mr. Saari and other aggrieved employees to wear during their shifts and forced them to incur the costs of purchasing and maintaining employee uniforms.

YMCA OC could have provided Mr. Saari and other aggrieved employees with the actual equipment for use on the job, such as company vehicles, as well as an adequate number of uniform items or access to laundering services; or, YMCA OC could have reimbursed employees for the costs of their mileage, travel expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, YMCA OC passed these operating costs onto Mr. Saari and other aggrieved employees. At all relevant times, Mr. Saari did not earn at least two (2) times the minimum wage.

Thus, YMCA OC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Saari and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YMCA OC into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” YMCA OC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Saari’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Saari seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Saari, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against YMCA OC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Saari seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY (via U.S. Certified Mail); CALIFORNIA STATE ALLIANCE OF YMCAS (via U.S. Certified Mail)

CAPSTONE LAW, APC

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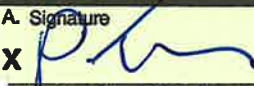
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CALIFORNIA STATE ALLIANCE OF YMCAS 925 L Street, Ste. #1200 Sacramento, CA 95814		3. Received by (Printed Name) Paola TAPIA	C. Date of Delivery 1/21/25
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 7420 2055 5430 34		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 1970 0001 9028 3183		Full Restricted Delivery (0)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 26, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Crystal Dawn Immerman
13821 Newport Avenue, Suite 200
Tustin, CA 92780

Agent for Defendants
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF ORANGE COUNTY

Kris Lev-Twonbly
925 L Street, Suite 1200
Sacramento, CA 95814

Agent for Defendants
CALIFORNIA STATE ALLIANCE OF
YMCAS

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 26, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature